



3501 Kishwaukee Street
P.O. Box 7480
Rockford, IL 61126-7480
815-387-7400
815-387-7538 (FAX)

Richard T. Pollack, President,
John F. Sweeney, Vice President
Ben Bernstein, Clerk/Treasurer
Donald J. Massier, Trustee
Elmer Jones, Trustee
Timothy S. Hanson, District Director

REQUEST FOR PROPOSALS #20-217 NETWORK MANAGED SERVICES

November 2, 2020

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Time and Date: 4:30 P.M., December 3, 2020

Proposals will be accepted until the specified due time and date. Any proposal delivered after the due time and date will be refused.

SEND PROPOSALS TO:

MRoach@rr wrd.illinois.gov

PROPOSALS WILL BE ACCEPTED BY EMAIL ONLY.

If the Illinois Department of Human Rights registration number has not been obtained, this number must be provided within 5 business days after the due date of the proposal.

Results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held on the fourth Monday of the month. Please call 815-387-7425 or visit www.rr wrd.dst.il.us

FOR REVIEW PURPOSES ONLY

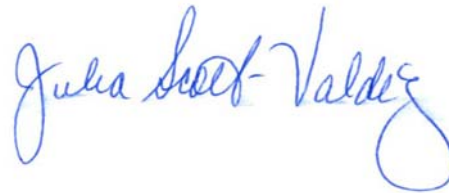
I
NOTICE
ROCK RIVER WATER RECLAMATION DISTRICT
REQUEST FOR PROPOSALS
#20-217 NETWORK MANAGED SERVICES

The Rock River Water Reclamation District is requesting proposals from qualified vendors to provide managed data network services for the District. The network includes all firewalls, switching, routing, and wireless devices at the District's campus. Devices located at remote sites (lift stations, pump houses) are excluded. Complete 24X7 firewall security management is included as an alternate.

Proposals shall be submitted to the Rock River Water Reclamation District via email to MRoach@rrwr.d.illinois.gov until 4:30 P.M., December 3, 2020. Copies of the RFP for review purposes only are available through the Rock River Water Reclamation District web site www.rrwr.d.illinois.gov. Proposal documents for submittal are available by contacting Purchasing at MRoach@rrwr.d.illinois.gov or (815) 387-7425. For more information, visit the Rock River Water Reclamation District web site at www.rrwr.d.illinois.gov.

No proposal shall be withdrawn without the consent of the District for 60 days after the scheduled time of receiving the proposals.

The District will confirm any award decision in writing, to the successful proposer.



Julia Scott-Valdez
Director of Management Services
Rock River Water Reclamation District

II
GENERAL SPECIFICATIONS AND INSTRUCTIONS
REQUEST FOR PROPOSALS
#20-217 NETWORK MANAGED SERVICES

2.1 Important Dates

- Proposal Release Date: November 2, 2020
- Intent to Propose: November 10, 2020, 4:30 P.M. CDT
- Virtual Tour: November 12, 2020, 10 A.M. CDT
- Deadline for Questions: November 13, 2020 4:30 P.M. CDT
- Response to Questions: November 20, 2020
- Proposal Due Date: December 3, 2020 4:30 P.M. CDT
- RRWRD Review: December 2020 - January 2021
- Anticipated Award Date: January 25, 2021

2.2 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

RRWRD – Same as Rock River Water Reclamation District, Rockford, Illinois.

Contract – An agreement between RRWRD and a successful respondent/contractor to furnish products and services related to this request.

Firm – A company doing business related to this system's procurement.

Proposer – The offeror of the response to this request.

RFP – Request for Proposal.

Contractor or Prime Contractor – Successful respondent to this RFP. The lead firm in a successful offer from multiple companies.

Respondent – Offeror of proposal; Proposer

Subcontractor – A company supporting the Prime Contractor in preparing the successful offer and performing specific work functions as part of a contract.

2.3 Proposal Preparation

Where applicable, the respondent shall submit his proposal on the forms the District provides in this document. **The respondent shall complete all applicable blanks.** He may submit additional information as he believes necessary on his stationery, under signature of the authorized representative who completes this document's forms.

If this Request for Proposals contains inconsistencies between sections, Section III - Detailed Specifications shall supersede Section II - General Specifications, which shall supersede Section I - Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the proposal. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer who is authorized to sign for a firm and whose title is affixed.

All prices and notations shall be in ink or typewritten. The respondent may cross out mistakes and type corrections adjacent to the point of error. The person who signs the proposal shall initial such corrections, in ink. **If the District finds a respondent's entry to be illegible, it may, at its sole discretion, reject the proposal.**

2.4 Submission of Proposals

Please submit an electronic copy of the proposal via email by 4:30 PM CDT on Thursday, December 3, 2020 signed by the firm's authorized agent to Melinda Roach, with subject title "**RFP #20-217 Network Managed Services**". The proposal must be received before the specified time. Late proposals will not be considered. All questions, proposals, and comments must be submitted in writing via email only to Melinda Roach MRoach@rrwr.illinois.gov.

2.5 Illinois Department of Human Rights Registration Number

All proposers inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number. If the number has not been obtained, it must be provided within 5 business days after the date proposals are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained:

[http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor On Line Renewal.aspx](http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor%20On%20Line%20Renewal.aspx)

Note: RRWRD will verify whether IDHR Registration Numbers are current as part of the proposal review process.

2.6 Proposal Format

Vendor must submit one (1) copy of the proposal in electronic format (PDF or Word) via email to MRoach@rrwr.illinois.gov. Proposal format should conform to that prescribed below. **Note that Required Documents that are completed incorrectly or are incomplete will be grounds for rejection of the proposal.**

Section 1 – Required Documents

1. Proof of required insurance (COIs and additional insured endorsements)
2. Proposal Form
3. Fair Employment Practices Affidavit of Compliance
4. Forms of Affidavit

Section 2 – Executive Summary/Overview

Cover letter – Include 1) short introduction to Proposer; 2) any special conditions; 3) why RRWRD should select the Proposer.

Section 3 – Main Body of Response

Include a complete copy (all pages and content) of this RFP document with all sections completed. A complete, point-by-point response is required; incomplete documents may be deemed unresponsive and therefore eliminated from consideration.

Section 4 – Exceptions

It will be assumed that the Proposer accepts all conditions and considerations as outlined within this document unless specifically noted in this Exceptions section, **and** within the Main Body of Response at the section and point where the exception is taken.

Section 5 – Financial & Litigation Information

The District requests financial information to ensure that a respondent is financially stable and will be in business for the duration of the agreement. We simply ask that you provide a notarized statement that identifies you are financially stable. We do request that you identify any litigation or conflicts of interest that should be considered. If you are free of either issue, simply include this statement in your notarized letter.

2.7 Intent to Propose

If, upon review of this RFP, your firm intends to propose, please signify such by sending an email to Melinda Roach at MRoach@rrwr.illinois.gov by 4:30 p.m. November 10, 2020. All responsible companies who signify their intent to propose will receive a network diagram, network inventory and all questions, answers, addendums, and other vendor communications related to this RFP.

2.8 Vendor Walk Through

An optional, virtual tour and question and answer session will be available on November 12, 2020 at 10:00 a.m. Details will be sent via email to all who have signified their intent to propose by the deadline above.

2.9 Questions

Questions with regard to this RFP should be submitted by email to Melinda Roach at MRoach@rrwr.illinois.gov by 4:30 pm CST on November 13, 2020. All firms sending questions will receive response to all questions and any other addenda that may be released via email on November 20, 2020.

2.10 Taxes

This District is exempt, by law, from paying Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the respondent shall exclude those taxes from his proposal. The District's tax exemption number is E9992-3696-07. The respondent shall include all applicable taxes in his proposal price.

2.11 Withdrawal of Proposals

At any time prior to the scheduled proposal deadline, the respondent may withdraw his proposal. In order to do so, he shall submit a written request to the Director of Management Services.

2.12 Exceptions

The District will only consider proposals that conform to the intent of this document. The District will reject proposals that contain one or more exceptions if the District determines that non-conforming proposals deviate from the intent of these specifications. The District's decision shall be final, and the District's procurement procedures contain no appeal provision.

2.13 Laws and Regulations

The respondent who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Rock River Water Reclamation District and the respective cities and villages in which the professional service and material supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

2.14 Terms

A. Payments to the Successful Respondent. If the District receives an acceptable invoice for conforming materials prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

B. Default. In case of default, the District will procure the service described in this Request for Proposals from other sources. The District shall hold the defaulting successful respondent responsible for any excess cost incurred. The defaulting successful respondent shall make such payment no more than 60 calendar days after the District notifies him, in writing, of such an occurrence.

C. Delivery Hours. Unless otherwise specified, all items shall be delivered to: Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

D. F.O.B. Point and Shipping Charges. All prices shall be quoted F.O.B. destination, Rock River Water Reclamation District, Rockford, Illinois. All shipping, handling and freight charges shall be included in the proposal amount.

E. Use of District Name Prohibited. In the absence of the District's written permission, the successful respondent shall not use the District's name in any form or medium of public advertising.

2.15 Investigation

It shall be the responsibility of the respondent to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make

necessary examinations and investigations will be accepted on a basis for varying the requirements of the District or the compensation of the respondent.

2.16 Addenda

If the District issues written addenda, such addenda shall become part of the contract documents. The District will email the addenda by December 3, 2020 to all proposers who have indicated their intent to respond. The addenda will also be posted on the District website at <https://www.rwrwd.dst.il.us/>.

A respondent that does not receive the District's addenda, and who has previously submitted a proposal, shall not be relieved from any obligation in the proposal he submitted.

2.17 Contract Form

No more than 10 business days following the contract award, the successful respondent shall submit a completed Contract Form to the District's Management Services Director. The Contract Form is part of this Request for Proposals. By their mutual agreement, the successful respondent and District may supplement this contract form or replace it with an alternative document. If the successful respondent fails to complete the agreed upon Contract Form within the specified time, he shall be in material default.

2.18 Contract Termination

A. Respondent's Unacceptable Performance. If the successful respondent fails to provide service in conformity with this Request for Proposals, the District shall notify him in writing. If the successful respondent fails to correct the performance deficiency to the District's satisfaction within five working days after he receives the District's notice, he shall be in default. If the same performance deficiency recurs despite the District's notification and the successful respondent's temporary correction, the successful respondent shall likewise be in default. The District may, at its sole discretion, terminate the **Network Managed Services** contract with the defaulting successful respondent, and remedy the matter under provisions set forth in this Section of this Request for Proposals.

B. District's Action Following Contract Termination. If the contract is terminated, the District may, at its sole option:

- * request new **Network Managed Services** proposals or
- * designate the next-low respondent to provide **Network Managed Services**, provided that said next-low respondent agrees to his original proposal terms.

The District may repeat this option until it obtains an acceptable **Network Managed Services** contract.

2.19 Deliveries

The successful respondent shall ship all material as follows: F.O.B. Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries shall conform to the requirements stated in this Request for Proposals. In the unlikely event that the District is picketed by its employees or by a third party, or if any labor-management dispute between the District and its employees or third parties becomes known to the successful respondent, then in such event and during the

course of any such picketing or labor-management dispute, the successful respondent shall continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

Time of delivery is part of the District's consideration of each proposal.

2.20 Verification of Data

The Contractor shall verify all Specifications or other data received from the District and shall notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work resulting there from nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the District, should such errors or omissions be discovered. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

2.21 "No Proposal" Response Form

In the event you elect not to submit a proposal for **Network Managed Services**, please fill out and return the attached "No Proposal" form.

2.22 Payment Terms

Invoices must be submitted by the firm to: Rock River Water Reclamation District, 3501 Kishwaukee Street, P.O. Box 7480, Rockford, IL 61126-7480. RRWRD will make payments in the following manner:
District's standard payment terms.

III
DETAILED SPECIFICATIONS
REQUEST FOR PROPOSALS
#20-217 NETWORK MANAGED SERVICES

3.1 Purpose

The Rock River Water Reclamation District (herein referred to as RRWRD) is requesting proposals from qualified vendors to provide managed data network services for the District. The network includes all firewalls, switching, routing, and wireless devices at the District's campus. Devices located at remote sites (lift stations, pump houses) are excluded. Complete 24 x 7 firewall security management is included as an alternate.

3.2 Background

The Rock River Water Reclamation District (District) was originally incorporated as the Rockford Sanitary District in 1926 under the Sanitary District Act of 1917. Today the District covers nearly 100 square miles of Winnebago County and serves over 240,000 people in the communities of Rockford, Loves Park, Machesney Park, Roscoe, Cherry Valley, New Milford, a small part of Rockton and a number of unincorporated areas of Winnebago County. The District has approximately 75,600 customers and 117 full-time employees.

The District currently has six full-time Information Technology staff plus a manager. The District directly employees three full-time staff, Systems Administrator (1), Business Analyst (1) and Programmer/Analyst (1). Three full-time positions are outsourced. These positions are Desktop Support Specialists/Technicians (3). The person who performed network services is retiring and is not included in this employee count. Network services are currently not outsourced.

Information technology is responsible for RRWRD administrative and SCADA networks and internet connectivity. RRWRD utilizes an Avaya VoIP system for voice services. RRWRD desires to utilize a managed services approach to managing administrative network, SCADA network and internet connectivity including all firewalls and firewall security administration. 24 x 7 firewall security management may be offered as an Optional Service (Alternate).

The scope of support for the SCADA network is limited to the network equipment that serves the plant area and SCADA controllers. The actual SCADA controllers are managed by the District.

The District currently maintains the following applications: Microsoft Office, AssetWorks, AutoCAD, ESRI (GIS), CUES GraniteNet (inspections), Infor, Horizon Laboratory Information Management System (LIMS), and STREAMS (custom application for utility billing, permitting and other District functions). Support for these applications, other than network connectivity, is not part of the scope of this RFP.

3.3 Scope & Specifications.

A. Approach. Proposer must include in this section its approach to providing efficient and effective managed services for data network equipment (switches, routers, wireless and firewalls). Include proposed administrative procedures, areas of responsibility, and a discussion of service delivery such as method of contact and assignments, etc. Proposers should provide descriptions of their approach to the following:

1. Network Support

- a. Administrative network is used primarily 8x5 Monday through Friday (excluding Holidays). Internet connectivity is also primarily during normal business hours.
- b. SCADA network is utilized 24x7x365

2. Network Service Desk availability and response times

3. Service level metrics

4. After-hours support

5. Support tracking

6. Network administration

7. Security administration

8. Managed services technology, including network monitoring tools used

9. Proposer shall also list any resources, assistance, or other items expected to be provided by RRWRD (computer, office, etc.)

B. Current Technology Environment.

1. RRWRD network equipment is located at the Districts administrative and plant location at 3501 Kishwaukee Street, Rockford, IL. The RRWRD campus is comprised of fifteen (15) buildings, which are interconnected by fiber optic cable (maintenance of structured cabling is handled by a separate vendor or vendors).

2. Internet connectivity is provided through two iFiber connections. Each connection has 100Mb of internet bandwidth.

3. Existing workstations are a mixture of Windows 7 and Windows 10. Many workstations are thin clients or 10ZiGs served by a terminal server environment (outside the scope of this procurement). All electronic mail has been migrated to Office 365 Exchange Online. A newly created RRWRD Active Directory structure is under development (also outside the scope of this procurement).

- a. 125 virtual desktops
- b. 20-25 Dell physical workstations
- c. 25 Existing Dell laptops
- d. 17 Surface Pro 6s or ProXes
- e. 41 New Dell and HP laptops. These are currently being used as Work-from-Home remote access devices. After COVID-19 subsides, these may

replace thin clients for many of the end users. Future plans require that they will continue to access virtual desktops for their computing needs.

4. The winning proposer will be responsible for coordinating Internet, LAN, WLAN, and VoIP network related problem resolution (excluding carrier issues) and upgrades with the vendor and RRWRD.
 - a. The winning proposer will be responsible for VLAN changes related to VoIP MAC orders (moves, adds, and changes). RRWRD will coordinate all VoIP MAC orders and voice network related issues.
 - b. RRWRD will manage the actual telephone system, including operation, upgrades, system maintenance, and end-user support.
 - c. RRWRD is planning to replace the existing Avaya VoIP system as a part of the FY 2021-22 budget. Replacement will occur through a separate procurement.
5. RRWRD has standardized on HPE Aruba switches.

C. Wireless. Some RRWRD facilities have existing District-owned wireless, current manufacturer is Extreme. Plans are in place to complete wireless infrastructure implementation in the main Administration Building in early 2021, before the start of these services.

D. Cell Phones & Mobile Broadband. Cell phones and mobile broadband services are not in the scope of services for this RFP. Support of remote access to email on cell phones and tablets (through Microsoft ActiveSync) is not in scope.

E. Door Access Control & Video Camera Surveillance. Door access control and video camera surveillance systems at each facility are not in scope of this agreement. Data network transport between components of these systems are in scope where the systems utilize the main Administrative or SCADA networks as transport.

F. Radio Systems. RRWRD radio systems and equipment located within remote locations such as lift stations and radio towers are not in the scope of this agreement.

3.4 Outsourced Technology Scope of Services

A. Service Delivery Operations.

1. Provide Network Service Desk and problem resolution support for network equipment included in the scope of this agreement 7AM to 5PM Central Standard Time Monday through Friday.
2. Provide network monitoring and optional firewall security monitoring 24 x 7 x 365. Provide on-call support for emergency issues 24 x 7 x 365 that will include escalation resources. Provide 24 hour on-call resources for urgent priorities that may need on-site and/or remote resolution.
 - Contractor proposal must include description of service availability and methodology for normal business hours as well as specific information regarding off-hour requests (i.e., evenings, weekends, and holidays).

3. Please describe management, maintenance, and monitoring activities for the operation and performance of network equipment.
4. Contractor shall manage all aspects of Network Managed Services, Network Service Desk service delivery, including:
 - a. Tier 1, 2, and 3 problem resolution
 - b. Service request tracking
 - c. Problem management
 - d. Call escalation management
 - e. Dispatch
 - f. Knowledge management
 - g. Self help
 - h. Coordination of problem resolution
 - i. Manage the performance of contractor's personnel and services and continually seek opportunities to enhance and improve performance
 - j. Provide RRWRD with access to the data used to calculate its performance against the service levels and the measurement and monitoring tools and procedures utilized to generate such data for purposes of audit and verification
5. Operations will be focused on delivering exceptional customer service. The Contractor will be required to measure and monitor customer service and provide monthly reports on customer service delivery. Contractor will also provide a process for customer service escalations and remediation.
6. Throughout this section, please note any third-party software tools that RRWRD will be required to procure or that the proposer will be licensing on RRWRD's behalf. Include all costs in your proposal.

B. Communications/Network Administration, Maintenance, and Projects.

1. Communications/Network Administration includes maintaining and monitoring the communication through the RRWRD network, ensuring optimal performance. This includes, but is not limited to, VoIP network infrastructure, network protocols, switches, wireless, firewalls and VLANs.
2. The communication/network responsibilities include regular patching, updates, firmware and service pack updates, network operating system upgrades, and the monitoring, maintaining, and optimization of all the services and devices.
3. Communication/network responsibilities will also include configuration management, configuration backups to destinations provided by RRWRD, password management and documentation.
4. The responsibilities include, but are not limited to:

- a. Maintaining all WAPs, controllers, switches, firewalls and VPNs; provide network design and engineering expertise to maintain network approximately 117 end users. We have 21 managed network switches. Core network switches also function as routers. Before this contract begins, there will be four (4) firewalls on the network: two (2) Sophos Model SG230 and two (2) Sophos Model XG230.
- b. Evaluating and applying security patches and upgrades
- c. Monitoring network performance and capacity
- d. Identifying potential traffic limitations prior to performance degradation
- e. Managing, monitoring, and maintaining VoIP communications connectivity
- f. Keeping inventory and maintenance records for all network equipment and ensuring documentation and recoverability of network device configurations
- g. Providing or scheduling repairs and maintenance necessary to continue operations and meet approved service levels
- h. Coordinating and communicating maintenance and upgrades with RRWRD to minimize impact to RRWRD operations
- i. Diagnosing, investigating, and identifying root cause to network problems
- j. MAC orders related to VPN changes
- k. Adding/changing or removing firewall rules related to remote connectivity needs
- l. Provisioning changes, upgrades, and patch management
- m. Tuning and configuration management
- n. Maintenance, backup, and recovery
- o. Notification of firewall security and health events
- p. Basic summary and trend reports

5. Potential network professional services projects include:

- a. Ensuring standardization across the network (e.g., VLANs, device management)
- b. Expanding network capabilities to all facilities on the RRWRD campus
- c. Replacing end-of-life network equipment and replacing equipment on a regular schedule and as budgets allow, using hardware purchased by the District.
- d. Network projects may be scheduled in advance or may be required on an as-needed basis

C. Firewall Monitoring and Security – Alternate. This section includes the maintenance of all aspects of information security, incident management, physical

security, system security and integrity, virus and malware protection, access control, and auditing. Contractor responsibilities include, but are not limited to:

1. Threat Monitoring
2. 24x7 Attack Monitoring / Event Monitoring / Mitigation in real-time
3. Blocking of malicious activity
4. 24x7 Logging of attacks and security events
5. Escalation for analysis, mitigation plan & implementation
6. Security violations, viruses, worms, malware, and any other suspicious security activity alerts
7. Comprehensive reporting
8. Monitoring, correlation, and incident response
9. Identify threats from firewall advanced threat protection and IPS/IDS systems
10. Threat containment
11. Security and compliance reporting
12. Assist in resolving reported security incidents (Time and Materials if significant)
13. Provide resources to help with the Eradication and Recover phase (Time and Materials)
14. Timely notification and escalation of threats, anomalies, and suspicious security events along with details of events and recommendation to mitigate the risk
15. Event monitoring and analysis
16. Analysis and response to firewall security and health events
17. Advanced threat protection monthly summary and trend reports
18. The vendor's solution shall provide for custom reporting and robust visibility through dashboards. Reporting should have capability of providing daily/weekly/monthly/quarterly/annual reports as necessary with the ability to easily run ad-hoc queries. Real-time analytics would be desirable.

D. Documentation.

1. Contractor shall create and maintain accurate and updated technology documentation, including, but not limited to:
 - a. Device configuration version control
 - b. Change control documentation, including thorough test plans
 - c. Standard procedures (i.e., patch management)
 - d. Updated equipment/application/warranty/license lists
 - e. Vendor contact list
 - f. Network diagrams

2. The documentation shall be audited and inventoried on an annual basis. An update will be sent to the designated IT contact for review.

E. Service Levels.

1. This Statement of Work and Service Level Agreement (SLA) aims to ensure that the contractor meets RRWRD’s business requirements for availability, reliability, and secure services that are backed by service levels. By meeting these objectives, RRWRD aims to:
 - a. Improve end-user experience and productivity
 - b. Standardize the environment (hardware and software)
 - c. Improve security, data management, and backup
 - d. Improve asset management and control
 - e. Improve total cost of ownership management while supporting RRWRD’s initiatives
2. Contractor shall adhere to the following minimum service levels. Contractor shall deliver a monthly report (SLA Report) documenting performance according to the agreed-upon service levels set forth below. Any SLA that is not met will require a remediation plan included in the SLA Report that will be implemented in less than 30 days.

Priority Levels

Priority	Response Time	Resolution Time
Urgent (multiple staff members unable to function)	4 hours	90% resolved in less than 8 hours
High Priority (single system down or critical function unavailable)	4 business hours	90% resolved in less than 16 hours
Medium Priority (a single program or function does not work)	8 business hours	75% resolved in less than 24 business hours
Low Priority (issue reduces productivity, but work around exists)	16 business hours	75% resolved in less than 1 week

F. Account Administration, Management, and Reporting

1. Contractor is responsible for maintaining a high level of service and accurate reporting on that service. Account administration includes, but is not limited to, the following services and reports:
 - a. Prepare and deliver Service Level Agreement Reports (monthly)
 - b. Report of all Service Desk tickets or reported incidents that have been open more than three days (weekly)

- c. Summary report of all tickets opened, closed, or worked during the month, with a status for each
 - d. Prepare and conduct a Satisfaction Survey (annually)
 - e. Perform Annual Technology Audit to include current state of all hardware, software, licenses, vendors, diagrams, and recommendations for improvements, innovation, new technology, including improvement and sustainability projects
 - f. Attend IT meetings (as required)
 - g. Provide current status of service request or project (as needed)
2. Vendor will be required to sign a Nondisclosure Agreement.

3.5 Implementation - Project Management

Vendor is expected to provide a project manager for onboarding to interface and become the main contact with RRWRD project manager. The vendor project manager will be assigned to this project for the life of the project. RRWRD reserves the right to request a change in project management based on performance.

Assuming Board approval by January 25, 2021, Vendor shall provide a tentative onboarding milestone schedule with its proposal.

3.6 Minimum Qualifications

A. Understanding of the Project. Capability to demonstrate understanding of the project and ability to meet or exceed requirements stated throughout Section III, Detailed Specifications. Vendor responses will be evaluated based on the details provided. Preference will be afforded to the vendor that provides a comprehensive, cost-effective solution for current specifications, future capacity requirements, relevant experience, and ongoing service and support.

B. Vendor Experience. The vendor must have three years of experience in business performing this type of work and performed similar projects for other government agencies.

1. Provide a description of your company background; number of years actively providing professional services for data and voice implementation services, location of office from which service will be provided, company's normal business hours (Central Standard Time) for office-providing services.
2. Provide a list of references from at least three northern Illinois government agencies for whom the firm has provided similar services. Please include company name, contact name, address, telephone number, and email address.

C. Adequacy and Availability of Professional Level Staffing. Provide a list of the proposed staff members who will be assigned to this project and their qualifications, and an explanation of staff related to certifications, knowledge, and experience:

1. The proposed data network

2. Alternates or optional services

D. Subcontractors. RRWRD prefers a proposal with a single or primary vendor. If a vendor partnership submits a proposal, a primary vendor who will be responsible for all hardware, software, integration, and implementation services shall be identified. This primary vendor will be responsible for the satisfactory performance of all subcontractors performing work under this contract.

E. Project Schedule. After contractor approval, this vendor shall provide an ongoing management plan with a timeline for delivery of technology support and projects within the proposed scope of work.

3.7 Selection. The award of this contract shall be made to the responsible respondent, whose proposal is determined to be the highest evaluated offer taking into consideration the relative importance of price and other evaluation factors.

A proposal rated unsatisfactory will not be considered further by RRWRD. Reference checks may consist of phone and/or email inquiries to any current or past customer of vendor, either provided by proposer or contacted independently by RRWRD.

A. Review Team. Proposals will be reviewed by a cross-functional team that is representative of RRWRD staff.

B. Evaluation Criteria. The decision for selection will be made on a combination of criteria, including:

1. Comprehensiveness of proposal
2. Responsiveness and adherence to format
3. Quality and completeness of proposal
4. Qualifications and experience of firm, or partnership with the same or similar equipment/services
5. Vendor's ability to perform in a timely fashion
6. Technical merits of specifications
7. System capabilities, reliability, and flexibility
8. System design and implementation
9. Total cost (including ongoing operating costs)
10. Local project team and subcontractor/consultant qualifications
11. Reputation of vendor and products in similar installations
12. RRWRD's perception of vendor's stability within the industry

3.8 Contract Administration

Network Managed Services contract will be administered by Ed Fitzgerald, Manager of Internal Services.

3.9 Price Increases Prohibited

The successful proposer's price shall be firm during the awarded contract period.

3.10 Payments to the Successful Respondent

The successful respondent shall invoice the District monthly. **Section 2.14** of this Request for Proposals contains the District's general payment requirements.

3.11 Insurance

A. The successful respondent/contractor shall, for the duration of the contract, maintain the following:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by statute and Employers' Liability limits of \$500,000 per accident and \$500,000 per disease.

Umbrella: \$2,000,000 per occurrence/aggregate.

The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The District, its officers, officials, employees, and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.

4. The successful respondent's/contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Proof of Insurance – Certificate of Insurance and Additional Insured

Endorsements. No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance and additional insured endorsements for commercial general liability and auto liability to prove that it has obtained all required insurance and bonds. The Certificate of Insurance shall state Rock River Water Reclamation District is additional insured under the commercial general liability and automobile liability on a primary, non-contributory basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability shall be provided. The District shall be the sole judge as to the acceptability of any such proof.

Correction of Successful Respondent's/Contractor's Insurance Deficiencies. If the District determines the successful respondent's/contractor's insurance or documentation does not conform to the specifications, the District shall inform said respondent/contractor of the non-conformity. If said respondent/contractor fails to provide conforming insurance or documentation within five calendar days of the District's notice, it shall be in default.

1. **Suitability of Insurance.** The District shall be the sole judge of whether an insurer's rating is satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

D. Best Ratings.

1. Alphabetical Rating. For purposes of this Request for Proposals, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide shall be acceptable to the District.

2. Financial Size Rating. Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

- a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.

- b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District's Director of Management Services and/or the District's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

3.12 Indemnification Clause

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to,

or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

3.13 Force Majeure

The obligations of either the District or the successful respondent shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the District or the successful respondent being rendered unable wholly or in part by force majeure to carry out its obligations other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by facsimile to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

IV
PROPOSAL FORM
REQUEST FOR PROPOSALS
#20-217 NETWORK MANAGED SERVICES

To: BOARD OF TRUSTEES
ROCK RIVER WATER
RECLAMATION DISTRICT
P. O. Box 7480
ROCKFORD, IL 61126-7480

From: _____
(Individual, Partnership or Corporation)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Network Managed Services** in compliance with the attached Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That he (they) has (have) examined and is (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That he (they) has (have) carefully examined the scope of the required service, and that, from his (their) own investigation, has (have) satisfied himself (themselves) as to the nature and location of the delivery point, the character, quality and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the service and provision of the materials, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the materials or services or their performance.

C. That this proposal is made without any understanding, agreement or connection with any other person, partnership, or corporation making a proposal for the same purposes, and is in all respects fair and without collusion or fraud; and that he (they) is (are) not barred from proposing as a result of a bid-rigging or bid-rotating conviction.

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the District's **Network Managed Services**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section III, 3.12 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;

(PROPOSAL FORM CONTINUED)

- c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:

- 1. the illegality of sexual harassment;
- 2. the definition of sexual harassment under Illinois State law;
- 3. a description of sexual harassment, utilizing examples;
- 4. my (our) organization's internal complaint process including penalties;
- 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
- 6. directions on how to contact the Department and the Commission; and
- 7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

I (we) agree that I (we) shall not withdraw this proposal for a period of 60 calendar days following the scheduled proposal due date. I (we) have carefully examined the nature of the service and materials. The cost of all the materials, equipment, and service necessary to complete this contract is given in this Proposal.

The undersigned acknowledges that he has received Addendum numbers _____, _____, _____, and realizes that all Addenda are considered part of the Contract.

Managed Services - Using the table below, please provide monthly costs for support services.

Managed Services	Quantity	Monthly Cost
Switches		
Routers		
Firewalls		
Access Points		
Total Monthly Cost		
Alternate	Quantity	Monthly Cost
Firewall Monitoring & Security		

Projects and project-related work are not included in on-site support services. Using the table below, please provide proposed costs for the following projects:

Project	Cost of Services
External Penetration Test (approx. 13 IP addresses)	
Internal Penetration Test – Administration Network to SCADA Network (approx. 725 internal IP addresses)	
Firewall rule audit, validation, and documentation	
Replace obsolete equipment with current models	

Facilities wireless walk-through and recommendations for improved service	
Network VLAN redesign to current standards. Consistency throughout network.	

(PROPOSAL FORM CONTINUED)

Special projects that are outside of normal support and planned projects may be requested by the organization from time to time. In the table below, please provide an hourly rate schedule for additional services and special projects.

Title	Skill Set Description	Hourly Rate

Invoicing shall be monthly for services rendered. Detailed invoicing for all time and expense charges shall include: date of service, who performed service, description of service performed, duration of chargeable time.

Alternate Proposals: Any potential work not included within the proposed scope of services, or which has not been mentioned in this RFP, must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the organization.

Respondent:

Date: _____

Name of Firm

By: _____
Authorized Rep's Signature

Street Address

Rep's Name

City, State, Zip

Rep's Title

Phone Number

Facsimile Number

NOTE: The Rock River Water Reclamation District, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The respondent shall exclude those taxes from his proposal.

**“NO PROPOSAL” RESPONSE
TO
REQUEST FOR PROPOSALS**

If your firm is unable to submit a proposal at this time, please provide the information requested in the space provided below and return to purchasing at:

MRoach@rrwr.illinois.gov

For this form only, responses can also be faxed to:

Rock River Water Reclamation District
815-387-7538

We have received Request for Proposals #20-217, Network Managed Services, due at 4:30 P.M. on December 3, 2020.

Reason for not submitting proposal: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW PURPOSES ONLY

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: NETWORK MANAGED SERVICES

NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED PROPOSAL. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY PROPOSAL WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, being first duly sworn, deposes and says that:

(Name of person making affidavit)

They are: _____ of _____
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 20001 of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

2. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
3. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
4. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
5. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
6. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Departments Rules and Regulations.
7. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
8. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contacts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 111. Reg. 16484, effective September 23, 2008)"

Il Dept of Human Rights Registration No.: _____ Expiration Date: _____

Signature _____

Subscribed and sworn to before me this day of _____, 20____, Notary Public _____

VI
FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS
#20-217 NETWORK MANAGED SERVICES

City: _____ County: _____ State: _____

This Section for Sole Proprietorship:

I, _____ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing proposal and that the several matters therein stated are in all respects true.

Signature _____

This Section for Partnership:

I, _____ (name), being duly sworn, depose and say that I am a member of _____ (partnership name), the firm described in and which executed the foregoing proposal; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature _____

This Section for Corporation:

We, _____ (representative who signed the Proposal Form), and _____ (other corporate officer), being duly sworn, depose and say that we reside in the cities of _____ and _____, respectively, and that we are the _____ (representative's title) and the _____ (other corporate officer's title), respectively, of _____ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

(representative's signature)

(other corporate officer's signature)

This Section for a Limited Liability Corporation:

I, _____ (name), being duly sworn, depose and say that I am a _____ (representative's title) of _____ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature _____

Notarization (required for all successful proposers):

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

County _____ My Commission Expires _____

VII
CONTRACT
ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS

THIS CONTRACT, made and concluded this ___ day of _____, 20___ between the Rock River Water Reclamation District, Illinois, also known as "District," and his/their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Proposal attached hereto, to be made and performed by the District, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work and furnish the merchandise in accordance with the specifications hereinafter described, and the District's requirements.

1. Scope

Both parties understand and agree that the Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the **Request for Proposal: Network Managed Services**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

The Contractor shall provide the **Network Managed Services** for a period of two (2) years. If the District and the successful proposer agree in writing, the contract shall have three (3), one-year options to renew.

2. Contract Price

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, in current funds, the prices set forth in the Proposal Form.

The Contractor's proposal price for the **Network Managed Services** shall include, but not be limited to any and all costs of sufficient equipment and labor as required to perform **Network Managed Services** as described in this Request for Proposals and shall be the only basis for payment.

The District shall make payments to the Contractor, in accordance with and subject to the provisions of **Section II, 2.14** of this Contract.

3. Contract Execution

The Contractor shall:

- A.** Perform all services in a responsible manner, supplying only service that meets or exceeds the District's Specifications;
- B.** Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- C.** Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;

D. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:

- suits, claims, or actions,
- costs, either for defense or for settlements, and
- damages to which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
- in the execution of the Contract, or
- from actions the District or its representatives take on the Contractor's behalf,

except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs."

E. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section III, 3.12 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. Contractor's internal complaint process including penalties;

5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

G. Maintain all specified insurance for the duration of the contract.

H. In the absence of the District's written permission, the Contractor shall not use the District's name in any form or medium of public advertising.

4. Payments to Contractor

If the District receives an acceptable invoice for conforming service prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

5. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the District, and in no case shall consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

6. Contractor's Responsibility

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

7. Time

The contractor agrees to all schedules of services specified in the Request for Proposals.

8. Counterparts

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

9. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such contracts on behalf of their respective organizations.

Name of Firm – Contractor

By _____
Authorized Signature

ATTEST:

By: _____

Its: _____

Rock River Water Reclamation District
Winnebago County, Illinois

By _____
Executive Director

ATTEST: _____
Director of Management Services

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)

On this ___ day of _____, 20___, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Julia Scott-Valdez, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Director of Management Services of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said District.

(SEAL)

Notary Public

FOR REVIEW PURPOSES ONLY